

“When a party requests an interpreter for a deposition, the cost for the service is borne by the party seeking the deposition.” Dahn World Co., Ltd v. Chung, Civ. Action No. RWT 06-2170, 2009 WL 277603 at *3 (D. Md. Feb. 5, 2009) (citing East Boston Ecumenical Comm. Council, Inc. v. Mastorillo, 124 F.R.D. 14, 15 (D. Mass. 1989)). The Mastorillo court reasoned that the deponents, who were alleged not to speak English proficiently, should have the ability to have their questions and answers translated into their native language unless the opposing party

was able to demonstrate that interpreters were not required. Id. Thus, Plaintiff must bear the costs of having a Spanish interpreter present for the depositions of Da Silva and Monroy. If Plaintiff ultimately prevails on the merits of the litigation, these expenses may be reimbursable as costs in the suit pursuant to Federal Rule of Civil Procedure 54. Accordingly, Plaintiff's Motion Regarding Costs of Interpreter is **DENIED**, and the costs incurred in having a Spanish interpreter present at the depositions of the Defendants who are unable to communicate in English shall be borne by Plaintiff.

Enter: April 7, 2014

Robert S. Ballou

Robert S. Ballou
United States Magistrate Judge